

UNITED STATES DISTRICT COURT OF NEW YORK
SOUTHERN DISTRICT OF NEW YORK

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FONZ INC., : Case No. 19-cv-10854 (LJL)
: :
Plaintiff, :
: :
-against- :
: :
THE CITY BAKERY, LLC, CITY BAKERY :
BRANDS, LLC, MAURYBAKES, LLC and :
MAURY RUBIN, :
: :
Defendants. :
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PROPOSED ORDER ON MOTION FOR DEFAULT JUDGMENT

Upon Plaintiff's Motion for a Default Judgment on Liability against Defendants The City Bakery, LLC, City Bakery Brands, LLC and Maurybakes, LLC (the Defendants) pursuant to Fed. R. Civ. P. 55, in the above-captioned proceeding (the "Motion"); and the Court having considered and having reviewed the Complaint, the Motion, the supporting Declaration and the evidence submitted in support thereof, and the arguments of counsel, finds that the Motion should be granted against the Defendants. The Court finds and determines as follows.

The Court has subject matter jurisdiction over this action on the basis of diversity of citizenship, and because the damages exceed the sum of \$75,000 pursuant to 28 U.S.C. §1332(a). Venue in this Court is proper pursuant to §1391(b)(1) because the Defendants' principal places of business are all in New York City, New York County. Defendants also consented to this forum for resolution of all disputes arising out of the promissory note payable to Plaintiff and related agreements.

The Defendants were duly, lawfully and regularly served with Summons and Complaint in the form and manner and for the length of time required by law. The proof of such service was filed with this Court on December 3, 2019.

The Defendants have failed to appear and answer this case and time to do so has passed. The Clerk of Court has certified the Defendant is in default. The Defendants' failure to appear and answer constitutes an admission of all allegations in Plaintiff's Complaint as to liability.

It is therefore **ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Defendants are liable for failure to pay under a promissory note and guarantees executed for the benefit of Plaintiff and, as set forth in the Complaint.
3. The defendants are directed to turnover any collateral and Plaintiff is authorized to foreclose and sell such collateral, and/or to be a bidder and purchaser of such collateral, or any part thereof.
4. The Court shall hold an inquest to determine the amount of damages at a date to be determined.

Dated: New York, New York
January 21, 2020 2021



THE HONORABLE LEWIS J. LIMAN
UNITED STATES DISTRICT JUDGE